

**STATE OF LOUISIANA
PATIENT'S COMPENSATION FUND**



REQUEST FOR PROPOSALS

FOR

RFP # 100

Proposal Due: DECEMBER 21, 2011 12:00pm CST/CDT:

Issued: NOVEMBER 15, 2011

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	5
1.1	Purpose	5
1.2	Background.....	5
1.3	Scope of Services	5
2.0	ADMINISTRATIVE INFORMATION.....	5
2.1	Term of Contract.....	5
2.2	Pre-proposal Conference	5
2.3	Proposer Inquiries.....	5
2.4	Definitions	6
2.5	Schedule of Events	6
2.6	RFP Coordinator.....	7
3.0	PROPOSAL INFORMATION	7
3.1	Minimum Qualifications of Proposer	7
3.2	Determination of Responsibility	7
3.3	RFP Addenda	8
3.4	Waiver of Administrative Informalities.....	8
3.5	Proposal Rejection/RFP Cancellation	8
3.6	Withdrawal of Proposal	8
3.7	Subcontracting Information	8
3.8	Ownership of Proposal	9
3.9	Proprietary Information	9
3.10	Cost of Preparing Proposals.....	9
3.11	Errors and Omissions in Proposal	9
3.12	Contract Award and Execution	9
3.13	Code of Ethics	10
4.0	RESPONSE INSTRUCTIONS.....	10
4.1	Proposal Submission.....	10
4.2	Proposal Format	10
4.2.1	Cover Letter.....	11
4.2.2	Technical and Cost Proposal	11
4.2.3	Certification Statement	11
5.0	PROPOSAL CONTENT	11
5.1	Executive Summary	11
5.2	Corporate Background and Experience	11
5.3	Proposer and Project Staff Qualifications	13
5.4	Approach and Methodology.....	13

5.5	Cost Information.....	13
6.0	EVALUATION AND SELECTION	13
6.1	Evaluation Team	14
6.2	Administrative and Mandatory Screening	14
6.3	Clarification of Proposals	15
6.4	Oral Presentations/Discussions	15
6.5	Evaluation and Review	15
6.6	Announcement of Contractor	16
7.0	SUCCESSFUL CONTRACTOR REQUIREMENTS.....	16
7.1	Corporation Requirements.....	16
7.2	Billing and Payment	16
7.3	Confidentiality.....	17
	ATTACHMENT I: SCOPE OF SERVICES	17
	ATTACHMENT II: CERTIFICATION STATEMENT	21
	ATTACHMENT III:SAMPLE CONTRACT	23
1.0	SCOPE OF SERVICES	23
1.1	CONCISE DESCRIPTION OF SERVICES	23
1.2	STATEMENT OF WORK	23
1.2.1.	INTRODUCTION.....	23
1.2.2.	GOALS AND OBJECTIVES.....	23
1.2.3.	PERFORMANCE MEASURES.....	23
1.2.4.	MONITORING PLAN.....	23
1.2.5.	CONTRACTOR TASKS AND RESPONSIBILITIES	23
1.2.6.	STATE TASKS AND RESPONSIBILITIES	24
1.2.7.	DELIVERABLES	24
1.2.8.	SUBSTITUTION OF KEY PERSONNEL	24
2.0	ADMINISTRATIVE REQUIREMENTS	24
2.1	TERM OF CONTRACT	24
2.2	STATE FURNISHED RESOURCES.....	24
2.3	TAXES.....	25
3.0	COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT	25
3.1	PAYMENT TERMS	25
4.0	TERMINATION	25
4.1	TERMINATION FOR CAUSE	25
4.2	TERMINATION FOR CONVENIENCE	26
4.3	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	26
5.0	INDEMNIFICATION AND LIMITATION OF LIABILITY	26
6.0	CONTRACT CONTROVERSIES	27
7.0	FUND USE.....	27
8.0	ASSIGNMENT	27
9.0	RIGHT TO AUDIT	28

10.0 CONTRACT MODIFICATION..... 28

11.0 CONFIDENTIALITY OF DATA..... 28

12.0 SUBCONTRACTORS..... 28

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 28

14.0 INSURANCE 29

15.0 APPLICABLE LAW 30

16.0 CODE OF ETHICS..... 30

17.0 SEVERABILITY 30

18.0 COMPLETE CONTRACT 30

19.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE 30

1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Division of Administration, and Patient's Compensation Fund (PCF), hereinafter referred to as the State, for the purpose of medical bill review and reimbursement schedules according to the Louisiana Department of Labor Office of Workers Compensation.

1.2 Background

The Patient's Compensation Fund was created within the legislature by R.S. 40:1299, et seq., in order to provide a system of insurance coverage and claims handling for private health care providers for medical malpractice within the private sector. The PCF is managed by the Patient's Compensation Fund Oversight Board.

The PCF is charged with the payment of ongoing medical care for those who have suffered an injury due to medical malpractice and deemed in need of future medical care. Enacted within the Rules of the PCF, these future medical charges are subject to the reimbursement schedules within the Louisiana Department of Labor's Office of Workers Compensation.

The PCF processes 1500-2500 new claims annually and has between 150 and 200 future medical claims at any given time for which medical bill review is needed. These future medical costs average \$15 to \$20 million dollars annually (after being reduced by reimbursement scheduling).

1.3 Scope of Services

Attachment I detail the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **January 16, 2012 and to continue through January 15, 2015**. The State has the right to contract for up to three years upon approval.

2.2 Pre-Proposal Conference

Not applicable for this solicitation

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed in Section 2.6.

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the date and

time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to each of the questions presented by the proposers will be posted by the last date to respond to proposer inquiries as indicated in the Schedule of Events, at <http://doa.louisiana.gov/pcf>. It is the responsibility of the proposer to check the web site for the official responses to proposer inquiries and other addenda to the RFP, if any.

Only Lorraine LeBlanc., Executive Director, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

Contractor: A proposer awarded the contract.

DOA: Division of Administration. The Division of Administration is comprised of various sections that perform a wide variety of legislatively mandated activities and other required administrative and management functions of State government.

May: Indicates information, which the proposer is allowed to include, but is not mandatory.

Must, Will, Shall: Indicates a mandatory requirement. Failure to meet these requirements shall result in the elimination of a proposal from consideration.

PCF: State of Louisiana, Patient's Compensation Fund

Proposer: A company submitting a proposal in response to this RFP.

Should: Indicates a requirement which is recommended but not mandatory.

State: State of Louisiana, Patient's Compensation Fund.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	(11-15-2011)
Deadline for receipt of Written inquiries (12:00 PM CT)	(11-30-2011)
Issue responses to written inquiries	(12-12-2011)
Deadline for receipt of proposals (12:00 PM CT)	(12-21-2011)
Announce award of contractor selection	(01-04-2012)
Contract execution	(01-16-2012)

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

2.6 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

This RFP is available in electronic form at the State of Louisiana, [Patient's Compensation Fund](#) website or a hard copy can also be obtained upon request.

RFP Coordinator: Pat Aikens

Phone: (225) 362-5272

Email: Pat.Aikens@La.Gov

FAX: (225) 362-5289

Postal Address:

Patient's Compensation Fund

Post Office Box 3718

Baton Rouge, Louisiana 70821-3718

Street Address:

Patient's Compensation Fund

8225 Florida Blvd. 2nd Floor

Baton Rouge, Louisiana 70806

3.0 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

- Proposer must have a minimum of 3 years experience in providing medical bill review within and independently of the reimbursement schedules of the LDOL-OWC to a governmental entity same/similar in size, scope, and function or an insurance carrier or third party administrator of similar size and function.
- Proposer must submit a copy of company's last 3 years audited financial statements.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

In the event it becomes necessary to revise any part of this RFP, an addendum, will be posted at <http://doa.louisiana.gov/pcf> in section 2.5 of this RFP. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If a proposer intends to subcontract portions of the work, the proposal should identify any subcontractor relationships and include specific designations of the tasks to be performed and staff to be provided by the subcontractor. It is in the Proposer's best interest to submit sufficient information for the State to evaluate proposed subcontractors who are an integral

part of the contract. Copies of any agreements to be executed between the proposer and subcontractor(s) should be included in the proposal. The State reserves the right to request additional information.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds (5) days or if the selected Proposer fails to sign the final contract within (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section.

The fully completed proposal must be delivered at proposer's expense, and received in hard copy (printed) and electronic version by the RFP Coordinator on or before 12:00 PM Central Time on the date specified in the Schedule of Events, Section 2.4. The electronic version may be on CD or USB Flash drive.

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.

For courier delivery, the street address is 8225 Florida Blvd, 2nd Floor, Baton Rouge, LA 70806, and the telephone number is (225) 362-5400.

It is solely the responsibility of each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposer is solely responsible for ensuring that its courier service provider (if used) makes inside deliveries to our physical location. The State is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposals received after the deadline will not be considered.

The State requests that **(3)** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization using the **Certification Statement**, Attachment III. The original should be clearly marked or differentiated from the copies. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

The proposal should be in the following format:

4.2.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.2.2 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer and any proposed subcontractors have the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.2.3 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 PROPOSAL CONTENT

The technical and cost proposal should contain the following sections:

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency. If subcontractors are proposed, include names, phone numbers, specific contract assignments, and summary qualifications of each subcontractor.

This section should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment II Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a description of their company including a brief history, corporate structure and organization, number of years in business.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. The State reserves the right to contact client references to verify information in proposal.

If subcontractors are proposed, provide the above information for each subcontractor.

Proposers must include in their proposal the previous 3 years audited financial statements. The financial statements shall include both an income statement and a balance sheet. If a cash flow statement is available, it should also be included. The financial statements should

be detailed enough to analyze and assess the company's financial position.

NOTE: In the event a proposer desires to claim exemption from public disclosure, confidential data should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Each page of the proposal claimed to be exempt should be clearly identified as "confidential". See Section 3.9 for information on what can be deemed confidential.

Proposers should also submit sufficient information for the State to evaluate the financial stability of all proposed subcontractors.

5.2.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

5.3 Proposer and Project Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

This section should, at a minimum, identify the approach to implementation, team organization, staffing, training, finalizing standards and procedures, project management, risk assessment/mitigation, loss prevention, security, software change management, quality assurance, and disaster recovery. The proposer should include a high-level work plan for the project. This work plan should include the high level tasks to be performed, work estimates for each task, and level of effort for State and Contractor personnel.

The Evaluation Committee will consider, at a minimum:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 PROPOSAL COSTS

All costs the Contractor wishes to have included in the contractual arrangements with the State, including travel, to perform all of the requirements of the RFP must be included in the Cost Proposal.

- (1) **REIMBURSEMENT SCHEDULE REVIEW**
MEDICAL BILL REVIEW FEES – For each of the Medical Bill Review services, the Patients' Compensation Fund shall pay a Bill Review Fee as follows:

Line Fee Schedule Reduction
Any Minimum or Maximum

Includes:

Application of fee schedule ground rules
Rebundling of fragmented procedures and services
Unit comparison and adjustment to fee schedule allowances
Identification of duplicates (current and historical)
Multiple surgery rules
Assistant surgery rules
Anesthesia session reimbursement rules
Service procedures (incidental to others billed)
Independent services (mutually exclusive)
Visits/PT on same dates as previous service
Provider relations
Client service manager assigned
Tape to Tape or Electronic Data Interface if required

The total compensation for the resulting contract will not exceed the total cost in the proposal.

Cost proposals will be scored proportionally, based on variance from the lowest total cost proposed. The cost evaluation will be based on the total cost submitted by the proposer on the Cost Proposal Worksheet.

The lowest cost proposal will be determined by calculating cost points using the following formula:

Cost points = (lowest total cost proposal/specific proposer's total cost proposal) x *point factor*

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP. No preliminary conclusions or results will be given out until the Evaluation Team has completed the entire evaluation process and the formal announcement of selected proposer has been made.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

Not applicable to this solicitation

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal and the criteria listed in Sections 5.1 through 5.5. A maximum of 100 points will be awarded with no more than 25 points in the cost category and scoring will be as follows:

CRITERIA	MAXIMUM SCORE
1. Corporate Background and Experience	15
2. Proposer and Staff Qualifications and Experience	15
3. Approach and Methodology	35
4. Cost	25
5. Hudson/Veteran Small Entrepreneurship Program	10
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors:

- 1 participating small entrepreneurship: 1/5th of the reserved points
- 2 participating small entrepreneurship: 2/5ths of the reserved points
- 3 participating small entrepreneurship: 3/5ths of the reserved points
- 4 participating small entrepreneurship: 4/5ths of the reserved points
- 5 or more participating small entrepreneurship: Full amount of the reserved points

6.5 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

The contractor will submit monthly billings based on the contract rates for each of the project services. The monthly billings will be supported by time sheets and current written status reports describing the work completed and current status of work in progress. The contractor will not be compensated for more than the total cost proposed in the contractor's response to the RFP.

Under normal circumstances, the State should remit payment to the Contractor within thirty (30) days of approval of invoices. The State makes every effort to pay all valid or undisputed

invoices in a timely manner. There may be times when invoices are disputed, or clarification of charges is needed before payment can be made.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Patient's Compensation Fund.

ATTACHMENT 1: SCOPE OF SERVICES

Contractor agrees to provide the following services on behalf of the State:

In the performance of this contract, Contractor agrees to conduct quality, efficient and cost effective services through a Reimbursement Schedule Review Program that will comply with all reimbursement schedule review rules, procedures and standards adopted by the Louisiana Department of Labor, Office of Workers' Compensation (herein called LDOL-OWC). The purpose of this Reimbursement Schedule Review Program is to coordinate cost and utilization management activities to assure appropriate payment for health care services rendered. The services required will be to provide the following managed care components:

Application of the LDOL-OWC Reimbursement Schedules to billings with review/audit of the bills and an evaluation of the appropriateness of codes and charges along with the provision of recommendations for payment based on the Schedules:

In the performance of this contract, Contractor agrees to:

- A. Provide sufficient service facilities and personnel to operate the program. Contractor will not be permitted to sub-contract with another entity for services without the permission of the Patient's Compensation Fund.
- B. Maintain an office in Louisiana with a Program Manager. Program Manager must have authority to respond to the Patient's Compensation Fund questions and correct any problems that may arise. Also, need to attend meetings on a short notice when needed.

- C. Coordinate with the Patient's Compensation Fund a process for medical fee schedule reimbursement and delivery of reports.
- D. Coordinate with the Patient's Compensation Fund a process for transfer of all bills identified for review and delivery of reports. All bills will be forwarded within 24* hours to auditing firm's location for review and evaluation at the expense of the Contractor. (*Exception Weekends and holidays).
- E. Furnish reports to the Patient's Compensation Fund in which fee scheduled items will be reported on a line by line entry basis, along with computation of the fee schedule limit, and recommended payment, i.e., explanation of reimbursement (EOR).
- F. Review billings in compliance with the official Louisiana Workers' Compensation Reimbursement Schedules beginning January 1, 2012 for accuracy of charges, levels of service and by surgery reports. Certain procedure codes should be evaluated by a registered nurse and/or physician advisor.
- G. Evaluate the appropriateness of codes and charges related to the industrial injury/diagnosis.
- H. Accomplish its review and return of all bills to the Patient's Compensation Fund within five (5) working days, the Patient's Compensation Fund will be notified on the fifth working day following receipt of the bill.
- I. Respond to all inquiries/complaints or appeals from claimants and/or providers and follow appeals process guidelines if findings are disputed at no additional costs to the Patient's Compensation Fund. Appear at arbitration hearings at no additional cost to the Patient's Compensation Fund. It is agreed that this paragraph applies only to inquires/complaints or appeals arising from recommendations made by Contractor in connection with the services provided as described in this Contract. It is further agreed that PCF understands that any and all final decisions made on claims or reimbursements is ultimately and solely the responsibility and discretion of PCF.
- J. Use computer system to maintain an on-line, twelve (12) month minimum history of all processed bills; thereby, preventing duplicate payments, charges for surgery follow-up care, as well as monitoring length and frequency of treatment. Automated software support for the review process will be used by Contractor in order to assure timely responses, uniform administration, and complete data gathering through direct interface with the PCF. Contractor agrees to furnish its generic file layout to PCF to facilitate any computer link up between Contractor's computer system and the Patient's Compensation Fund computer. Any customer programming necessary would be borne by the Contractor.
- K. Provide quarterly statistical reporting of the number of bills and line items reviewed, dollar amount reviewed, amount of recommended reductions, total expense and net savings.
- L. Provide a monthly invoice with an itemization of all billings reviewed reflecting claimant name, PCF claim number, adjuster number, and expense costs.
- M. Provide annual report on all medical review activity reflecting claim number, claimant name, health care provider, adjuster name and status capturing the statistical data elements required by the LDOL-Office of Workers Compensation.
- N. Submit a Certificate of Insurance showing proof of Errors and Omissions coverage on the agency and/or broker with limits of liability of at least \$1,000,000. This Errors and Omissions coverage must be maintained throughout the period of this contract.
- O. Allow the Patient's Compensation Fund to have an independent organization audit or evaluate the auditing firm's performance under the terms and conditions of the contract.
PCF'S Audit Rights: During the Term of this Agreement and for a one (1) year period following the expiration or termination hereof, Contractor shall keep accurate records related to the provision of Managed Care Services and Online Services hereunder. Such records shall be

open for audit, at Customer's expense, by Customer or Customer's certified public accountants at the local Contractor's Office or another location mutually agreed to by the parties for the purpose of verifying compliance with the terms and conditions of this Agreement, provided such audits are conducted (i) no more than twice per calendar year, (ii) during Contractor's regular business hours, and (iii) upon no less than thirty (30) days advance written notice. Upon Customer's reasonable written request, no more than twice per calendar year, Contractor agrees to provide Customer with a copy of the results of Contractor's most recent internal SAS 70 audit, which results shall be Contractor's Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Customer be permitted to audit information technology systems or facilities or any other records of Contractor other than claims files related to the provision of Managed Care Services and Online Services hereunder.

- P. Develop and provide to the Patient's Compensation Fund communication materials necessary to effectively respond to health care providers' inquiries regarding the medical review program. This communication material shall be subject to the Patient's Compensation Fund approval. There are approximately ten (10) Patient's Compensation Fund employees involved.
- Q. Provide audited financial statements or Federal Tax Returns reflecting upon the financial stability of the Contractor's firm.
- R. Provide a Medical Director and Program Director that may not be replaced without written approval from the Patient's Compensation Fund. Such approval shall not be unreasonably withheld.
- S. Maintain and adjust the Reimbursement Schedules as rules, regulations and reimbursement schedules are updated by LDOL-OWC, at the Contractor's expense.

Contractor agrees to provide the Patient's Compensation Fund with quarterly reports due by the 15th of the following month and a fiscal year summary analysis report (due 14 days after the close of the fiscal year) that will include statistics on the following:

REIMBURSEMENT SCHEDULE

- 1. Number of invoices reviewed
- 2. Number of line items reviewed
- 3. Total dollar amount
- 4. Total amount of recommended reductions
- 5. Total of fee schedule expense fee
- 6. Net savings

Provide annual (calendar year) reports as mandated by LDOL-OWC providing the following data:

<u>Information</u>	<u>#Positions/Type</u>
1. ICD-9 Diagnosis Code	5 Numeric
2. Provider Name	30 Alpha
3. Provider Street Address	30 Alpha Numeric
4. Parish Code for Provider of Service (Standard FIPS code)	3 Numeric
5. Place of Treatment	1 Alpha Numeric
6. Type of Facility (per LDOL-OWC codes)	6 Numeric
7. Type of Service: Medical vs. Surgical	1 Alpha Numeric
8. Claimant Name	30 Alpha

9.	Claimant Social Security Number	9 Numeric
10.	Length of Stay	4 Numeric
11.	Patient's Compensation Fund Claim Number	15 Alpha Numeric
12.	Managed Care Component(s) Provided	15 Alpha Numeric

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below:

Date: _____ Official Contact Name: _____

A. Phone Number with area code: (____) _____

B. E-mail Address: _____

C. Facsimile Number with area code: (____) _____

D. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 90 days from the date of submission of proposal;
- (5) Proposer understands that if selected as the successful proposer, he/she will have five (5) business days from the date of delivery of final contract in which to execute the final contract document.
- (6) Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name:

Address:

City:State:Zip:

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of 20__, the State of Louisiana, Office of Risk Management, hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK

1.2.1. INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

1.2.2. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.3. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.2.4. MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. [Name and Title or Position] will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

(PROVIDE MONITORING PLAN)

1.2.5. CONTRACTOR TASKS AND RESPONSIBILITIES

(FULL DESCRIPTION OF SERVICES TO BE PERFORMED COMPOSED FROM THE RFP AND THE PROPOSER'S RESPONSE)(This may be accomplished in an attached SOW)

1.2.6. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.7. STATE TASKS AND RESPONSIBILITIES

(DESCRIPTION OF SERVICES TO BE PERFORMED BY THE STATE OR RESOURCES TO BE FURNISHED BY THE STATE)

1.2.8. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.9. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the

principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some consulting contracts where retainage is withheld:)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {Rework this}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation,

including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9.0 RIGHT TO AUDIT

The State Legislative Auditor, agency auditors (if federal funds are being expended federal requirements must be included), and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11.0 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of

coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15.0 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18.0 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19.0 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however,

where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION

BY: _____
Name
Title
Date: _____

BY: _____
Name
Title
Date: _____